machinery, however, is obviously fictitious. If the fiction is to be employed, there seems to be no good reason why it should not be applied to all contracts for the sole benefit of a third person. The correct and frank method would be to give the sole beneficiary a right of action in his own name. The New York court recently threw off the old shackles. *Seaver* v. *Ransom*, Ct. App. (N. Y.), October 1, 1918. See 32 HARV. L. REV. 82. It is hoped that the English courts will have the courage to do as much.

CORPORATIONS — *Ultra Vires:* WHAT ACTS ARE *Ultra Vires* — ILL-DEFINED OBJECTS OF INCORPORATION. — The memorandum of association of a company contained an objects clause enabling the company to carry on almost every conceivable kind of business which such an organization could adopt. Escape from liability was sought for an act done in the name of the company by its managers on the ground that the act was *ultra vires*. *Held*, that, under such a memorandum, the act was not *ultra vires*. *Cotman* v. *Brougham*, [1918] A. C. 514.

For a discussion of this case, see NOTES, page 279.

EQUITABLE SERVITUDES — COVENANT BY ASSIGNEE OF COPYRIGHT TO PAY ROYALTIES — VENDOR'S LIEN. — Assignee of a copyright covenanted to pay certain royalties and to assign only to successors in business subject to the terms of the deed assigning the copyright. In an action by the covenantee against a subsequent assignee of the copyright with notice of the covenant, *held*, that the subsequent assignee was under no contractual liability to pay royalties; that the original assignment and covenant therein did not make the royalties a charge upon the copyright, and that as the original deed of assignment did not make the royalties a part of the purchase money it did not have the effect of reserving a vendor's lien for unpaid royalties. *Barker* v. *Stickney*, [1918] 2 K. B. 356.

For further discussion of the principles involved, see NOTES, page 278.

EVIDENCE — PRIVILEGED COMMUNICATIONS — ATTORNEY AND CLIENT — COMMUNICATION MADE UNDER MISTAKE TO ATTORNEY OF OPPOSITE PARTY. — Shortly after a highway accident, the solicitor of the prospective defendant called on the injured party and secured from her a signed statement in regard to the collision. Although there was no fraud, the plaintiff signed in the belief that she was making the statement to her own solicitor. Plaintiff applied for discovery. *Held*, that the document was privileged. *Feuerheerd* v. *London Omnibus Co.*, [1918] 2 K. B. 565; 53 L. J. 332.

Communications between attorneys and their clients in relation to legal interests have long been privileged. *Minet* v. *Morgan*, L. R. 8 Ch. 361; *Crosby* v. *Berger*, 4 Edw. (N. Y.) 254 (affirmed in 11 Paige, 377). This means that the communication cannot be used as evidence without the consent of the client. See 4 WIGMORE, EVIDENCE, § 2324. The modern ground for the rule is the need of freedom in consultation with attorneys. *Hatton* v. *Robinson*, 14 Pick. (Mass.) 416; *Wade* v. *Ridley*, 87 Me. 368, 32 Atl. 975. See 4 WIGMORE, EVIDENCE, § 2291. On the same principle the client should not bear the dangerous burden of using more than a due precaution in selecting his attorney. Hence the privilege has been properly extended to cases of *bona fide* belief in the alleged attorney's professional status. *People* v. *Barker*, 60 Mich. 277, 27 N. W. 539; *State* v. *Russell*, 83 Wis. 330, 53 N. W. 441; *Rex* v. *Choney*, 17 Manitoba, 467. See 4 WIGMORE, EVIDENCE, §§ 2302, 2310. However, a communication made to a solicitor known to be acting as counsel for the opposite party has been rightly held not privileged. *Tobakin* v. *Dublin Tramways Co.*, [1905] 2 Ir. Rep. 58. In former cases the communication was procured